



**SITE PLAN CONTROL APPLICATION
DELEGATED AUTHORITY REPORT
MANAGER, DEVELOPMENT REVIEW, WEST**

Site Location: 3865 Old Richmond Road

File No.: D07-12-20-0053

Date of Application: May 1, 2020

This SITE PLAN CONTROL application submitted by Nadia De-Santi of WSP, on behalf of the Anglican Diocese of Ottawa, is APPROVED as shown on the following plan(s):

1. **Site Plan**, 3865 Old Richmond Road, Drawing No. A0.01, prepared by Hobin Architecture Incorporated, dated February 14, 2020, revision 4 dated October 8, 2020.
2. **North and East Elevations**, 3865 Old Richmond Road, Drawing No. A3.1, prepared by Hobin Architecture, dated April 28, 2020, revision 2 dated July 10, 2020.
3. **South and West Elevations**, 3865 Old Richmond Road, Drawing No. A3.2, prepared by Hobin Architecture, dated April 28, 2020, revision 2 dated July 10, 2020.
4. **Landscape Plan**, 3865 Old Richmond Road, Drawing No. L1.01, prepared by Levstek Consultants, dated April 2020, revision 4 dated Oct 13/20.
5. **Site Servicing Plan**, Proposed 3 Storey Mixed Use Building, 3865 Old Richmond Road, Drawing No. C-1 of 7, prepared by D.B. Gray Engineering Inc., dated April 22-20, revision 4 dated Oct 8-20.
6. **Existing Conditions**, Removals & Decommissioning, Proposed 3 Storey Mixed Use Building, 3865 Old Richmond Road, Drawing No. C-2 of 7, prepared by D.B. Gray Engineering Inc., dated April 22-20, revision 4 dated October 8-20.
7. **Grading Plan**, Proposed 3 Storey Mixed Use Building, 3865 Old Richmond Road, Drawing No. C-3 of 7, prepared by D.B. Gray Engineering Inc., dated April 22-20, revision 4 dated October 8-20.

8. **Erosion & Sediment Control Plan**, 3 Storey Mixed Use Building, 3865 Old Richmond Road, Drawing No. C-4 of 7, prepared by D.B. Gray Engineering Inc., dated April 22-20, revision 4 dated October 8-20.
9. **Notes, Details & Schedules**, Proposed 3 Storey Mixed Use Building, 3865 Old Richmond Road, Drawing No. C-5 of 7, prepared by D.B. Gray Engineering Inc., dated April 22-20, revision 4 dated October 8-20.
10. **Drainage Plan**, Proposed 3 Storey Mixed Use Building, 3865 Old Richmond Road, Drawing No. C-6 of 7, prepared by D.B. Gray Engineering Inc., dated April 22-20, revision 4 dated October 8-20.
11. **Church Parking Pre-Development Drainage Area**, Proposed 3 Storey Mixed Use Building, 3865 Old Richmond Road, Drawing No. C-7 of 7, prepared by D.B. Gray Engineering Inc., dated April 22-20, revision 4 dated October 8-20.

And as detailed in the following report(s):

1. **Geotechnical Investigation**, Proposed Mixed Use Building, 3865 Old Richmond Road, prepared by Paterson Group, Report No. PG5168-1 Revision 1, dated April 21, 2020.
2. **Geotechnical Response to City of Ottawa Comments**, prepared by Paterson Group Inc., File No. PG5168-MEMO.01, dated June 30, 2020.
3. **Geotechnical Recommendations**, Storm Sewer Easement Memorandum, File No. PG5168-MEMO.02 Revision 1, prepared by Paterson Group, dated September 15, 2020.
4. **Roadway Traffic Noise Assessment**, 3865 Old Richmond Road, Report No. 20-046-Traffic Noise, prepared by Gradient Wind, dated April 27, 2020.
5. **Phase 1 Environmental Site Assessment**, 3865 Old Richmond Road, Report No. PE4798-1, prepared by Paterson Group, dated February 28, 2020.
6. **Servicing Brief & Stormwater Management Report**, 3865 Old Richmond Road, Report No. 19022-1, prepared by D.B. Gray Engineering Inc., dated April 28, 2020, rev. July 28, 2020.

And subject to the following General and Special Conditions:

General Conditions

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be

satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

3. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

4. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. Construction Fencing

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development.

7. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on

the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. Development Charges

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

11. Development Charges – Instalment Option

- (a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
 - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
 - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.

- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
 - (i) “discounted portion” means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
 - (ii) “non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

12. Designated Substances Survey

Prior to demolition of any existing buildings located on the lands described in Schedule “A” herein, the Owner acknowledges and agrees to complete a designated substances survey and submit the findings and recommendations for the proper handling and disposal of waste as identified in said survey, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and in accordance with Best Management Practices. The survey shall address, but not be limited to:

- (d) O.Reg. 278/05: Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 278/05);
- (e) Guideline - Lead on Construction Projects, prepared by the Ontario Ministry of Labour - Occupational Health and Safety Branch, published September 2004 and revised April 2011, as amended;
- (f) O.Reg. 213/91: Construction Projects under the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended (O.Reg. 213/91);
- (g) Registration Guidance Manual for Generators of Liquid Industrial and Hazardous Waste, prepared by the Ontario Ministry of the Environment, Conservation and Parks, published April 1995 and revised January 2016, as amended, to be used in conjunction with R.R.O. 1990, Reg. 347: General-Waste Management under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 347);
- (h) R.R.O. 1990, Reg. 362: Waste Management – PCB’s under the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended (R.R.O. 1990, Reg. 362).

Special Conditions

13. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

14. Private Approach Detail

The Owner agrees that all private approaches, including temporary construction access to the subject lands, shall be designed and located in accordance with and shall comply with the City's Private Approach By-Law, being By-law No. 2003-447, as amended, and shall be subject to approval of the General Manager, Planning, Infrastructure and Economic Development.

15. Notice on Title – Noise Control Attenuation Measures

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment.

This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment.”

16. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation, Geotechnical Response to City of Ottawa Comments and Geotechnical Recommendations (the “Reports”), referenced in Schedule “E” herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Reports, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

17. Soil Management

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

18. Stormwater Management Memorandum

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, and all associated costs shall be the Owner's responsibility.

19. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

20. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

21. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the

Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

22. Site Dewatering

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

23. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

24. Private Storm Sewer Connection to City Sewer System

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- a. a certificate of conformance and Record Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or
- b. a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Infrastructure and Economic Development.

25. Use of Explosives and Pre-Blast Survey

The Owner acknowledges and agrees that all blasting activities will conform to the City's Standard S.P. No. F-1201 entitled Use of Explosives, as amended. Prior to any blasting activities, a pre-blast survey shall be prepared as per S.P. No. F-1201,

at the Owner's expense, for all buildings, utilities, structures, water wells and facilities likely to be affected by the blast, in particular, those within seventy-five (75) metres of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.

26. Pre-Blast Survey

Prior to any blasting activities, the Owner acknowledges and agrees it shall arrange for a pre-blast survey to be carried out in accordance with Ontario Provincial Standard Specification entitled "General Specification for the Uses of Explosives", Section 120.07.03, by a Professional Engineer licensed in the Province of Ontario, which states as follows:

- a. A pre-blast survey shall be prepared for all buildings, utilities, structures, water wells, and facilities likely to be affected by the blast and those within 150 m of the location where explosives are to be used. The standard inspection procedure shall include the provision of an explanatory letter to the owner or occupant and owner with a formal request for permission to carry out an inspection.
- b. The pre-blast survey shall include, as a minimum, the following information:
 - i. Type of structure, including type of construction and if possible, the date when built.
 - ii. Identification and description of existing differential settlements, including visible cracks in walls, floors, and ceilings, including a diagram, if applicable, room-by-room. All other apparent structural and cosmetic damage or defect shall also be noted. Defects shall be described, including dimensions, wherever possible.
 - iii. Digital photographs or digital video or both, as necessary, to record areas of significant concern. Photographs and videos shall be clear and shall accurately represent the condition of the property. Each photograph or video shall be clearly labelled with the location and date taken.
- c. A copy of the pre-blast survey limited to a single residence or property, including copies of any photographs or videos that may form part of the report shall be provided to the owner of that residence or property, upon request.

27. Site Lighting Certificate

- a. In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:

- i. it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
 - ii. and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- b. The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

28. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Old Richmond Road in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

29. Waste and Recycling Collection

- a. The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.
- b. The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City for non-residential uses and the Owner shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

30. Tree Protection

The Owner acknowledges and agrees that all trees to be retained, as shown on the approved Landscape Plan, referenced in Schedule "E" herein, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- a. Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e., CRZ=DBH x 10cm);
- b. Tunnel or bore when digging within the CRZ of a tree;
- c. Do not place any material or equipment within the CRZ of the tree;
- d. Do not attach any signs, notices or posters to any tree;
- e. Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Infrastructure and Economic Development;
- f. Do not damage the root system, trunk or branches of any tree; and
- g. Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

31. Tree Permit

The Owner acknowledges and agrees that any trees to be removed shall be removed in accordance with an approved Landscape Plan, and in accordance with the City's Urban Tree Conservation By-law, being By-Law No. 2009-200, as amended. The Owner further acknowledges and agrees that a copy of the approved Landscape Plan shall be posted on the construction site at all times until Approval is granted by the City for such Works.

32. Joint Use, Maintenance and Liability Agreement

- a. The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with mutual rights for surface drainage and the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.
- b. The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph (a) above.

- c. The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- d. The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

33. Severance

Prior to registration the Owner agrees to provide proof that the severance approved through the Committee of Adjustment on September 16, 2020 (file no. D08-01-20/B-00176 and B-00178) is final and binding.

34. Road Widening

Prior to registration of this Agreement, the Owner acknowledges and agrees to convey to the City, at no cost to the City, an unencumbered road widening across the frontage of the lands known municipally as 3865 Old Richmond Road, being parts 3 to 6 and 10 to 13 on Plan 4R-33317, measuring 12 metres from the existing centreline of pavement/the abutting right-of-way. The exact widening must be determined by legal survey. The Owner shall provide a reference plan for registration, indicating the widening, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to the execution of this Agreement by the City. All costs shall be borne by the Owner.

35. Sewer Easement

Prior to the registration of this Agreement, the Owner shall grant to the City, at no cost to the City, an unencumbered easement for the existing sewer which is located generally along the rear property line, as shown on the Site Servicing Plan referenced in Schedule "E" hereto, and which is 9 metres wide, to the satisfaction of the City. The Owner shall provide a Reference Plan for registration, indicating the sewer easement, to the City Surveyor for review and approval prior to its deposit in the Land Registry Office. Such reference plan must be tied to the Horizontal Control Network in accordance with the municipal requirements and guidelines for referencing legal surveys. The Owner acknowledges and agrees to provide an electronic copy of the Transfer and a copy of the deposited reference plan to the City Clerk and Solicitor prior to registration of the easement. All costs shall be borne by the Owner.

36. Access Easement to City

The Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, a Blanket Easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the Private Watermains, Private Service Posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Clerk and Solicitor. All costs shall be borne by the Owner.

37. Securities

- (a) The owner acknowledges and agrees that the City shall secure site plan securities, as referenced in Schedule "B" hereto, through the withholding of funding from the Ontario Priorities Housing Initiative (OPHI) and Action Ottawa, the particulars of which are outlined in the Affordable Housing Contribution Agreement between the Owner and the City registered on February 25, 2020 as Instrument No. OC2195461 (the "Contribution Agreement"). The Contribution Agreement implementing the withholding provisions shall be provided to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, prior to the issuance of an occupancy permit. If the Contribution Agreement is not received at the time of the request for the issuance of an occupancy permit, the Owner acknowledges and agrees to submit securities at a rate of 100% of Total Estimated Cost of Works on public property and 50% of Total Estimated Cost of Works on private property and as indicated on Schedule "B" hereto.
- (b) Subject to Clause (a) above, the Owner acknowledges and agrees that the required security as indicated in Schedule "B", in the amount of \$166,316.90, hereto will be secured by the withholding of milestone payments in the Contribution Agreement and that said milestone payments will continue to be withheld until all site Works, including but not limited to, sanitary sewers, storm sewers, stormwater management Works, watermain Works, landscaping Works and road Works, have been completed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

December 2, 2020

Date



Erin O'Connell
Manager, Development Review West
Planning, Infrastructure and Economic
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information

SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0053

SITE LOCATION

3865 Old Richmond Road, and as shown on Document 1.

SYNOPSIS OF APPLICATION

The subject property is located in Bell's Corners community on the west side of Old Richmond Road between Robertson Road and Moodie Drive. The subject sites are currently occupied by a church and two-storey rectory. The surrounding area is primarily comprised of institutional and retail uses, low-rise apartment, townhome, semi-detached and single-detached residential dwellings.

The applicant has proposed to develop a 3-and-a-half storey (4 level) mixed-use building with frontage along Old Richmond Road. The proposed ground floor contains 312 square metres of community health and resource centre uses, a communal amenity room, and two residential dwelling units. The existing church will remain, and the rectory will be demolished to accommodate the proposal.

A shared vehicular access will be maintained in the location of the existing access on Old Richmond Road. Additional surface parking will be provided to serve the new building and existing church for a total of 92 vehicle parking spaces. A total of 44 bicycle parking spaces are proposed. A landscape buffer will be maintained along Richmond Road.

Garbage facilities are located internal to the building, and separate residential and non-residential facilities are being provided in accordance with City of Ottawa standards.

The applicant has obtained a conditional approval for severance of the property such that the church parcel and the newly proposed mixed use building parcel are divided by a property line down the middle of the driveway. A Joint Use and Maintenance Agreement is also required, as the two parcels share various site elements including access driveway and parking.

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposed development conforms to the City of Ottawa Official Plan, including the policies set out for development within the General Urban Area.
- The proposed development conforms to the Zoning By-law.

- Conditions have been included in this approval to ensure the development is constructed in accordance with city policies and guidelines. Of note, a condition has been included which requires the applicant to provide the city with a sewer easement for an existing sewer located along the rear property line of the subject site.
- This development is an appropriate form of intensification on an underutilized site and represents good planning.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Rick Chiarelli has concurred with the proposed conditions of approval.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

Advisory Committee Comments

Accessibility Advisory Committee Comment: Looking at The Site Plan it appears that the 2 barrier free parking spaces are corner located and identified as R1 and R22. This parking spaces are also identified as small. The regular parking spaces are 2.6 meters wide while the barrier-free spaces are 2.4 meters wide and located in the residential parking spaces. These two parking spaces may present a challenge for a visitor of residential dwelling or for a potential tenant of the one-bedroom accessible dwelling if the person requires a safe accessible unit. End location barrier free parking space does not necessarily guarantee easy access.

Response: Parking spaces R1 and R22 are not barrier free parking spaces and are not noted as such. The 1000mm wide element to the left of these parking spaces is a curbed island with a light standard on it. See parking spaces 1, 2, 3 and 4 which are shown as barrier free parking spaces (with the conventional symbol). These barrier free parking spaces are provided per AODA standards.

Technical Agency/Public Body Comments

Summary of Comments –Technical

Comments received from utility agencies were forwarded to the applicant to deal directly with those agencies regarding their requirements.

Advisory Committee Comments

Summary of Comments – Advisory Committees

N/A



APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of issues relating to civil works.

Contact: Mary Dickinson Tel: 613-580-2424, ext. 13923, fax 613-580-2576 or e-mail: mary.dickinson@ottawa.ca

Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-20-0053	20-0356-D		
I:\COV2019\Site\OldRichmond_3861_3865			
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REVISION / RÉVISION - 2020 / 11 / 20		 3865, Part of / Partie de 3861 ch. Old Richmond Road	
			